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- 17. 16. All marine piping, and all piping used in connection with ship building
- All power plant piping of every description.
- 18. and erection of same. heaters, regardless of the mode or method of making joints, hangers The handling, assembling and erecting of all economizers and super-
- 19 tors, water legs, water backs and water grates, boiler compound equip All internal and external piping on boilers, heaters, tanks and evapora-
- 21. 20. All soot blowers and soot collecting piping systems.
- washing and regulating devices. The setting, erecting and piping, for all smoke consuming and smoke

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- 22. with power, heating, refrigerating, air conditioning, manufacturing, minmostatic controls, gauge boards, and other controls used in connection ing and industrial work. The setting, erecting and piping of instruments, measuring devices, ther
- 23 stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems. ers, and all piping for same in power houses, distributing and boosting softeners, purifiers, condensate equipment, pumps, condensers, cool-The setting and erecting of all boiler feeders, water heaters, filters, water
- 42 for any and all purposes. for same, chemicals, minerals and by-products and refining of same, All piping for artificial gases, natural gases and holders and equipment
- 25 cessories and parts of burners and stokers, etc. piping, including gas, oil, power fuel, hot and cold air piping and ac-The setting and erecting of all under-feed stokers, fuel burners, and
- nances and regulating devices, etc. ing and dust collecting piping and equipment, accessories and appurte-All ash collecting and conveyor piping systems, including all air wash
- of every description. tribution tanks, transfer pumps, and mixing devices, and piping thereto The setting and erection of all oil heaters, oil coolers, storage and dis-
- and piping to switches of every description. claiming systems and appurtenances, in connection with transformers, The setting and erecting and piping of all cooling units, pumps, re-
- gas or chemical, fire alarm piping, and control tubing, etc. All fire extinguishing systems and piping; whether by water, steam
- ing systems of every description and laundries for all purposes. All piping for sterilizing, chemical treatment, deodorizing and all clean-

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and greasing systems, air and hydraulic lifts, etc. All piping for oil or gasoline tanks, gravity and pressure lubricating

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- 32. 33 All piping for power, or heating purposes, either by water, air, stealn,
- ing and testing, servicing of all work after completion. midifying, dehumidifying, dehydrating, by any method, and the charge coins and testing servicing of all work after completion tioning, cooling, heating, roof cooling, refrigerating, ice-making, nu gas, oil, chemicals or any other method.

 All piping, setting and hanging of all units and fixtures for air condi-
- compressed air, steam, water, or any other method. All pneumatic tube work, and all piping for carrying systems by vacuum,
- ers, heaters, oil burners, stokers and boilers and cooking utensils, etc of every description. All piping to stoves, fire grates, blast and heating furnaces, ovens, dri
- chlorination and chemical treatment work, and all underground suppl aeration basins. lines to cooling wells, suction basins, filter basins, settling basins, and stations, boosting stations, waste and sewage disposal plants, central-All piping in connection with central distribution filtration treatment
- purposes, of every character and description. All process piping for refining, manufacturing, industrial and shipping

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- All air piping of every description.
- 39 38. and construction work, excavating and underground construction. All temporary piping of every description in connection with building

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- fitting industry. and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes used in connection with the pipe The laying out and cutting of all holes, chases and channels, the setting
- 41 The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
- 23 43 All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines and booster stations of every description.
- or method of making joints in connection with the pipefitting industry. All acetylene and arc welding, brazing, lead burning, soldered and wiped description, by whatever mode or method. Laying out, cutting, bending and fabricating of all pipe work of every joints, caulked joints, expanded joints, rolled joints or any other mode
- All methods of stress relieving of all pipe joints made by every mode
- turing or industrial purposes, to be assembled with bolts, packed or The assembling and erecting of tanks used for mechanical, manufac-
- sary for the erection and installation of all work and materials used in The handling and using of all tools and equipment that may be necesthe pipelitting industry.

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- 49 48 work installed by journeymen under this Agreement. The operation, maintenance, repairing, servicing and dismantling of all
- spray ponds, used for industrial, manufacturing, commercial, or any water fountains, captured waters, water towers, cooling towers, and All piping for cataracts, cascades, i.e., (artificial water falls), make-up
- tured into pipe, usable in the pipe fitting industry, regardless of size or Piping herein specified means pipe made from metals, tile, glass, rub ber, plastic, wood, or any other kind of material or product manufac-
- The installation and testing of backflow preventors.

51.

FLEXIBLE WORK DAY AND WORK WEEK **APPENDIX B**

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ees covered by the Agreement to which this Appendix B is attached shall w paid for overtime work at the overtime rates as provided in Section 5.2 of the Except as specifically permitted under the following provisions of this Appendix B governing flexible work days and the flexible work week, employed Agreement the standard work day and standard work week at the straight time rates and be

- Only Employers who employ apprentice plumbers may be permitted quantity of competent apprentices are available through the Joint Apto utilize a flexible work day or a flexible work week. An adequate prenticeship Committee.
- hourly basis dustrial jobbing repair and/or service work billed to the customer on an any work done on a contract basis. They are permitted only under the terms further specified hereinbelow for residential, commercial or in-The flexible work day and flexible work week are not permitted for

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ω No employee may be scheduled for or required to work more than eight (8) flexible hours in any work week.

4.

- 2) times the regular straight time hourly rate. days in excess of eight (8) hours shall be paid at one and one-half (1-1/ time hourly rate plus fifteen percent (15%). All hours worked on such event may such a flexible work day start later than 12:00 p.m. (noon). one-half (1/2) hour unpaid meal break to be taken no later than five (5) lar quitting time (i.e. 2:30 p.m. or 5:30 p.m.) shall be the regular straight for the Employer's shop (i.e. 6:00 a.m. or 9:00 a.m.) and after the regu-The pay rate for flexible hours worked before the regular starting time hours after the employee's starting time; provided, however, that in no (8) consecutive hours between 6:00 a.m. and 8:30 p.m., exclusive of a The flexible work day, Monday through Friday, consists of up to eight
- time. Employees who are required to work Saturdays as a flexible fifth unpaid lunch break taken no later than five (5) hours after the starting between 8:00 a.m. and 4:30 p.m., exclusive of a one-half (1/2) hour In such cases, the Saturday flexible work day shall consist of the hours ible work day in any work week for jobbing repair and/or service work. Eligible Employers may schedule Saturdays as a regular fifth (5th) flex-

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one and one-half (1-1/2) times the regular hourly rate. Such Saturdays holiday identified as such in the Agreement shall be paid at double permitted by this Appendix "B" to be performed on Sunday or a legal cannot be used as a make-up day. All work for which flexible time is such Saturdays before 8:00 a.m. or after 4:30 p.m. shall be paid for at more than three (3) stories during such hours on Saturdays shall be form jobbing repair and/or service work in a residential structure of 8:00 a.m. and 4:30 p.m. Employees who are required to perform any for all such hours. All jobbing repair and/or service work performed on paid at their regular straight time hourly rate plus fifteen percent (15%) commercial or industrial jobbing repair and/or service work or to perhourly rate for such fifth (5th) day for such work between the hours of three (3) stories on such day shall be paid at their regular straight time repair and/or service work in a residential building of no more than (5th) work day and who are required to perform residential jobbing

APPENDIX C

WAGE RATES AND FRINGE BENEFITS AND PAYROLL DEDUCTIONS

The following wage rates and fringe benefit contributions per hour

payroll deductions shall be in effect as of June 1, 2004 through May 31, 2005 PAYROLL DEDUCTIONS

5th Year	4th Year	ord Year	2nd Year	(2nd six months)	(1st six months)	Apprentices		**at least 6% above Superintendent's wage rate per hour	District Superintendents	General Superintendents or	(supervising 19 or more men)	District Foremen	Superintendents or	more men)	(supervising four or	Foremen and Inspectors	Sub-Foremen	Journeymen	1
27.85	24.50	18.55	16.30	13.75	12.60	Wages		itendent's v		*	ڪ		\$40.10			\$39.10	\$38.35	\$37.10	Wages
6.25	6.25	6.25	6.25	6.25	6.25	Welfare		vage rate j		6.25			6.25		•	6.25	6.25	6.25	Welfare
3.44	3.44	3.44	3.44	3.44	3.44	Pension		er hour		3.44			3.44			3.44	3.44	3.44	Pension
2.	.64	2	2	2	2	Education*				2			2			Ż	2.	2.	Education* Promotion
4	4	4	4.	4		Promotion				4			4			4.	4.	4.	Promotion
.49	.49				.49	Legal Service				.49			.49			.49	49	.49	Legal Service
1.00	1.00	N/A	N/A	N/A	N/A	Or Savings Workin Plan Dues	401k			1.50			1.50 .32			1.50	1.50	1.50	or Sayings Worki Plan Dues
:23	:23	23	.23	.23	N/A	Workin Dues				.32		į	33		,	;3 22	.32	.32	i Worki Duc

Includes \$0.05 per hour Direct Contribution to the U.A. Training Fund

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concerning the allocation. tion. Local 130 will timely notify each signatory Employer of its determination shall be paid the then current journeymen rate. These increases for journeymen cessfully obtained the City of Chicago or State of Illinois plumbers license test neymen rate. An apprentice with a minimum of 4 1/2 years credit who has suc-2005 and June 1, 2006 will be determined on the same percentage as the Jourment for Journeymen Plumbers. Apprentice wage increases effective June 1, Journeymen Plumbers' Local Union 130, U.A. in its sole and exclusive discreand apprentices are to be allocated in a manner to be determined by Chicago hour effective June 1, 2006 have been negotiated under the terms of this Agree-Wage increases of \$2.80 per hour effective June 1, 2005 and \$3.00 per

IMPORTANT INFORMATION

PLUMBERS' RETIREMENT SAVINGS FUND (401(k) PLAN) AND SAVINGS PLAN

PLUMBERS' RETIREMENT SAVINGS FUND (401(k) PLAN):

The Employer shall deduct from the wages (before taxes) of each journeyman plumber enrolled in the 401(k) Plan <u>a minimum of</u> one dollar and fifty cents (\$1.50) per each hour worked for the Plumbers' Retirement Savings Fund (401(k) Plan). The worked for the Plumbers Retirement Savings Fund (401(k) Plan). First, Second and Apprentice enrolled in the 401(k) Plan a minimum of one dollar (1.00) per each hour Employer shall deduct from the wages (before taxes) of each Fourth and Fifth Third year Apprentices are not included in this Plan year

REGULAR SAVINGS PLAN:

per each hour worked for the Savings Plan. The Employer shall deduct from the wages The Employer shall deduct from the wages (after taxes) of each journeyman plumber not enrolled in the 401(k) plan a minimum of one dollar and fifty cents (\$1.50) plan <u>a minimum of</u> one dollar (\$1.00) per each hour worked for the Savings plan (after taxes) of each Fourth year and Fifth year Apprentice not enrolled in the 401(k) First, Second and Third year Apprentices are not included in this Plan.

WORKING DUES:

with the exception of first year-first six months Apprentices for Working Dues. intendent, and twenty-three cents (\$0.23) per each hour worked for each Apprentice each hour worked for each Journeyman, Foreman, Superintendent and General Super-The Employer shall deduct (after taxes) thirty-two cents (\$0.32) per hour for

IMPORTANT NOTE

A participant can direct more than the base contributions rate of \$1.50 per hour, in increments of (\$0.50) fifty cents, but not more than \$8.00 per hour to the 401(k) Plan not to exceed the IRS limits. PLUMBERS' RETIREMENT SAVINGS FUND (401(k) PLAN)

PLUMBERS' SAVINGS PLAN

An employee, in cooperation with his/her Employer, has the following options:

- ٣ An employee not participating in the 401(k) Plan can allocate more than \$1.50 per hour, in increments of fifty cents (\$0.50), to the Plumbers' Savings Plan.
- 7 An employee in the 401(k) Plan can allocate at least \$1.50 per hour or more, in fifty cents (\$0.50) increments, to the Plumbers' Savings Plan, in addition to amounts contributed to the employee's 401(k) Plan.

ALCOHOL AND DRUG PROGRAM

bargaining agreement having a term of June 1, 1995 thorough May 31, 1998 the "Union"), and the PLUMBING CONTRACTORS ASSOCIATION OF The ALCOHOL AND DRUG PROGRAM appendix was made entered into as of the 1st day of June, 1992, by and between CHICAGO JOURE NEYMEN PLUMBERS' LOCAL UNION 130, U.A. (hereinafter referred to as entire terms as well. (hereinafter referred to as the "Agreement") and all successor contracts for their "Employers") for the purpose of supplementing the parties' current collective tors (hereinafter, for convenience, collectively referred to as the "Employer" or CHICAGO AND COOK COUNTY on behalf of itself and its member contrac-DACE

employees during the hours of their employment, and Agreement, to make all reasonable provisions for the safety and health of its WHEREAS, the Employer has agreed, pursuant to Article IV of the

his fellow employees during the hours of their employment; and the individual employee with regard to preventing accidents to himself and to ment, to promote in every way possible the realization of the responsibility of WHEREAS, the Union has agreed, pursuant to Article IV of the Agree-

public generally; and and health of such employees, their co-workers, other trades people and the use by employees covered under the parties' Agreement endanger the safety WHEREAS, the Employer and Union believe that alcohol and drug

tical and effective rules and procedures for maintaining same; and hol and drug free work place and to the establishment of fair, appropriate, prac-Article IV, the Employer and Union are committed to the principle of an alco-WHEREAS, in order to fulfill their respective agreements under said

and Union have reached agreement as to such rules and procedures WHEREAS, after investigation, analysis and negotiation, the Employer

NOW, THEREFORE, the Employer and the Union hereby agree as

I. PURPOSE AND SCOPE OF APPENDIX

- employees who possess, dispense, receive, use or are impaired by alcohol or working hours or on the premises of an Employer; and (3) the discipline of such employment with any Employer under the Agreement; (2) the testing of emgoverning (1) the testing of applicants for drug use as a condition of their initial drugs during working hours or on such premises. lieve that such employees are using or are impaired by alcohol or drugs during ployees covered by the Agreement where there is reasonable suspicion to be The purposes of this Appendix are to establish rules and procedures
- or drugs, except in accordance with this Appendix. employee any testing, disciplinary actions or other measures relating to alcohol An Employer shall have no right to impose on any applicant or
- with a copy of the program. a program, and shall provide the Union and the employees assigned to the project be limited to the life of the applicable contract or project. In each such case, the right of an Employer to adopt an alcohol and drug program required by a cus-Employer shall promptly advise the Union of the requirement that it adopt such tomer as a condition to securing and satisfying a given contract. This right shall The sole exception to the foregoing shall be the temporary, limited
- ment and that all employees and applicants are informed of the provisions hereof of this Appendix is promptly provided to all Employers bound by the Agree-The Employer and the Union shall cooperate to ensure that a copy

RESOLUTION OF DISPUTES CONCERNING II. INTERPRETATION OF APPENDIX, AND **EMPLOYEES**

- ment or dispute. notice by one party to the other of the existence of any such question, disagree-Union shall meet and confer within ten (10) working days following written cerns employees. In all such cases, representatives of the Employer and the this Appendix and compliance by the parties with the provisions hereof as conments and disputes may arise from time to time concerning interpretation of The Employer and the Union acknowledge that questions, disagree-
- may submit the matter to the Joint Arbitration Board (JAB) for disposition in disagreement or dispute pursuant to such conference, the Employer or the Union B. If the Employer and the Union are unable to resolve such question,

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accordance with Sections 3.4, 3.5, and 3.6 of Article III of the Agreement. The decision of the JAB shall be final and binding upon the Employer, the Urren and the employee.

enter such other order as it deems appropriate. employing the applicant under the Agreement, to fine the Employer and/or to ployment made to the applicant, discharge the applicant, cease and desist from guilty of violating this Paragraph C to withdraw any conditional offer of emthority in such disputes, without limitation, to order that an Employer found and all Employers who are parties to the dispute. The JAB shall have the aushall hear and resolve the complaint pursuant to Sections 3.4, 3.5, and 3.6 of the such violation to the JAB pursuant to Section 3.4 of the Agreement. The JAB under Clause VII hereof. The Union or any other Employer may complain of Agreement. The decision of the JAB shall be final and binding on the Unio to put any applicant to work in a bargaining unit position under the Agreement unless such applicant has taken the drug test and tested negative as provided for VII hereof. However, it shall be a violation of this Appendix for any Employer able to applicants rejected for initial employment under the provision of Clause C. The provisions of this Clause II of this Appendix shall not be a small contract of for initial annils and the same of the s

III. DEFINITIONS

stated: As used in this Appendix, the following terms shall have the meanings

- another Employer under the Agreement. who thereafter applies for or seeks a bargaining unit position with the same or prior collective bargaining agreement between an Employer and the Union but such initial employment with an Employer under the Agreement or under a by the Agreement. "Applicant" does not include an individual who has held initial employment in any bargaining unit position with any Employer bound A. "Applicant" - an individual who has applied for or who is seeking
- ployed in such position by an Employer under the Agreement or under a prior collective bargaining agreement between an Employer and the Union bargaining unit position under the Agreement or who previously has been em-"Employee" - An individual who is employed by an Employer in a
- and other work sites, buildings, facilities and grounds entered upon by the employee in connection with his job duties. lots and other facilities and grounds, the Employer's vehicles and equipment; "Employer's premises" - The Employer's offices, shops, parking

monly described as amphetamines, barbiturates, benzidiazepines, cocaine, marijuana/hashish, methadone, methaqualone, opiates, phencyclidine (PCP), and "Drugs" - Any substance within the general classes of drugs com-

possession of, dispensing, receiving, using or impaired by alcohol or drugs reasonably lead the Employer or its agent to suspect that an employee is in during working hours or while on the Employer's premises F. "Reasonable Suspicion" - A belief based upon observations which

IV. PROHIBITED EMPLOYEE CONDUCT AND DISCIPLINE

THE EMPLOYER'S PREMISES OR DRUGS AT ANY TIME DURING WORKING HOURS OR WHILE ON POSSESS, DISPENSE, RECEIVE, USE OR BE IMPAIRED BY ALCOHOL workers, other tradesmen and the general public, EMPLOYEES SHALL NOT In order to protect the safety and health of all employees, their co-

going policy. Any violation of these rules by an employee shall be grounds for immediate discharge: B. The conduct described below shall constitute a violation of the fore-

- \mathfrak{S} (1) Possession, dispensing or receiving alcohol or drugs during working hours or while on the Employer's premises;
- Using or being impaired by alcohol or drugs during working hours Refusing to cooperate fully in an inspection conducted by an Emor while on the Employer's premises;

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- £ Refusing, for a second time, to submit to reasonable suspicion testing requested by the same Employer, including a refusal to sign ployer of its property to determine the presence of alcohol or drugs; required consent and chain of custody forms; and
- \Im enrollment in a legitimate, supervised alcohol or drug rehabilita-Refusing to submit to testing requested by an Employer or testing tion program positive for alcohol or drugs at any time within one (1) year after

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PRESCRIBED MEDICATION

cation should so advise his Employer, where the employee has been informed the his physician or pharmacist that the medication may have impairing effects.

B. Where so advised, an Employer shall determine whether the A. Any employee who is using a prescribed or "over the counter" medical

employee to an appropriate other work site or task. of injury to the employee, his co-workers or others at the work site. Where it is determined that such a risk would be presented, the Employer may reassign the employee's continuation of his existing job duties would present an undue risk

VI. TESTING OF EMPLOYEES

ployee submit to urinalysis testing for alcohol and drugs. using or is impaired by alcohol or drugs during working hours or while on the Employer's premises, the Employer shall have the right to request that the em-Where an Employer has a reasonable suspicion that an employee is

summarized in writing and signed by each of the observants B. Wherever reasonably possible, the Employer's observation shall be

same Employer, to refuse his Employer's request that he submit to such testing. that workday as well as the next, and such discipline shall not be grievable. In such event, the employee shall be suspended, without pay, for the balance of C. An employee shall have the right, once during his employment by the

unless any such agent is unavailable or is unreasonably detained. shall be collected from the employee without such Union agent being present sentative or other agent, if available, to the collection facility. No specimen will be reporting there. The Union shall dispatch an Officer, Business Reprewhich the employee will be sent and the approximate time that the employee shall advise the Union of the name and address of the collection facility to vided with transportation to and from the collection facility. The Employer Whenever an employee is to be tested, the employee shall be pro-

specimen is given, to the extent permitted by the collection facility subject to the right of a representative of the Employer, the Union and the collection facility to remain immediately outside the stall or other area where the E. The employee shall be permitted to give the specimen in private,

the specimen, including travel to and from the collection facility, and shall bear all costs relating to any testing which it requests. F. The Employer shall pay the employee for the time required to give

by laboratories certified by the U.S. Department of Health and Human Services G. All testing conducted pursuant to this Appendix shall be performed

firmed by the GC/MS methodology. Presumptive positive results for alcohol by the EMIT methodology. Presumptive positive results for drugs shall be con-

H. The suspected presence of alcohol and drugs shall initially be tested

protocols, except as superseded by this Appendix.

such suspension diately reinstate the employee and pay him back pay for all hours lost due to MRO report is negative for both alcohol and drugs, the Employer shall immeof the employee, his co-workers, other tradesmen or the public generally. If the cable MRO report, where the Employer reasonably believes that the employee's presence on the job during such period would pose a risk to the safety or health may be temporarily suspended pending the Employer's receipt of the appli-K. An employee who submits to testing at the request of his Employer

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4 hours or while on the Employer's premises under this Addendum. In order to constitute a rebuttable presumption of the employee's impairment during working An MRO report which is positive for either alcohol or drugs shall

applicable HHS or National Institute on Drug Abuse (NIDA) guidelines and lection facilities and laboratories selected for such testing shall comply with all (HHS) to perform urinalysis testing for federal agencies. Additionally, all coling the JAB by clear and convincing evidence that the MRO report is ergoneous. to this Appendix, the Union and the employee shall have the burden of persuadovercome said presumption in any proceeding brought by the Union pursuant

procedures and standards specified in Clause VI, Paragraphs G and H pass a pre-employment urinalysis drug test. Such testing shall conform with the It is a condition of initial employment that all applicants take and

costs related to such testing shall be borne by the applicant. Employer to the Union which shall send such applicants for such testing. The be sent for such testing by the JAC. All other applicants shall be referred by th for employment to an Employer by Joint Apprenticeship Committee (JAC) shall B. Applicants for plumber apprentice positions who are to be referred

permitted under the circumstances set forth in Clause VIII. VIII hereof except to the extent that disclosure thereof is required by law or shall be maintained as a confidential document as required by law and by Clause or the JAC and the prospective Employer as required by applicable law and of this Appendix. The applicant shall be provided with a copy of the MRO report. The MRO report shall be maintained in confidential files by the Union Employer except as permitted under the circumstances set forth in Clause VIII condition the applicant may have or any lawful drugs the applicant may be taking therefore shall be disclosed to the Union, the JAC or the prospective conveyed by an applicant to the medical care provider concerning any medical by the medical care provider nor any information filled in by an applicant or disqualify the applicant from employment. Neither the consent forms required applicant to so report for testing shall constitute a failure to take such test and the case of such applicants for plumber apprentice positions. Failure of the forty-eight (48) hours after being directed to do so by the Union or the JAC in applicant. The applicant shall report to the designated collection facility within JAC for plumber apprentice positions, and the prospective Employer of the authorization forms required by the Employer and Union or JAC in the case of the Union, or the JAC in the case of applicants who are to be referred by the applicants who are to be referred by the JAC for employment in apprentice plumber positions to authorize such testing and to release the MRO report to tody forms required by the health care provider as well as such consent and C. The applicant shall fill in and sign such consent and chain of cus-

tive for drugs in accordance with such Clause and Paragraph shall be ineligible Paragraph H, shall be eligible for initial employment. Applicants who test posi-Applicants who test negative for drugs, as defined in Clause VI,

such applicant shall be withdrawn. for such employment, and any conditional offer of such employment made

VIII. CONFIDENTIALITY

Exhibit A, Page 31 of 57

person or entity from any confidentiality obligations with respect to any and such documents and the release of the Employer, Union, the JAC and any o tute a waiver by the applicant or employee of the confidentiality of any and such documents. arising from or in any way relating to the subject matters covered by this grievance, claim or cause of action brought by or against the Employer, pendix. The filing of any such grievance, claim or cause of action shall con Union, the JAC, the applicant or the employee or any other person or er tion contained therein, except as required by law or in connection with documents relating to employee testing or rehabilitation programs, or infor apprentice plumber positions, shall keep confidential and shall not disclose The Employer and the Union, and the JAC in the case of applicant

RELATIONS SUBCOMMITTEE IX. LABOR MANAGEMENT

tractors Association ("PCA") and three (3) members appointed by Local ("Union") to revise Appendix D the Alcohol and Drug Program. committee composed of three (3) members appointed by the Plumbing C The parties hereto agree to form a Labor Management Relations S

safely, efficiently, and effectively. misuse of alcohol and other drugs by employees so that services are delive to reduce the probability of accidents or incidents related to the use and and Drug Program in order to maintain a drug and alcohol-free workplace The purpose of the Subcommittee shall be to establish a new Alco

completion of collective bargaining negotiations and shall complete the vised Alcohol and Drug Program by December 31, 2004. The Subcommittee shall commence its meetings immediately up

pose of funding this program exists. It is also agreed that the ability to reopen the contract for the sole p

X. CONTINUING APPLICABILITY OF AREA AGREEMENT

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cept where specifically superseded by the express terms of this Appendix. ment shall continue in full force and effect for the duration of said agreement, ment as though set forth in full therein. Each and all of the provisions of the Agr This Addendum is specifically incorporated in and made part of the Agr

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AGREEMENT

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CHICAGO and COOK COUNTY



June 1, 2007, through May 31, 2010

CHICAGO JOURNEYMEN PLUMBERS'

and

LOCAL UNION 130, U.A.

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ARTICLE I

SECTION 1.1. Parties to the Agreement. This Agreement is made and entered into as of June 1, 2007 between the Plumbing Contractors Association of Chicago and Cook County, solely for and on behalf of each of its individual members, who are duly licensed by law and bonded to engage in the plumbing business, are established in that business, intend to employ not less than two (2) journeymen or one (1) journeymen and one (1) apprentice, and hereafter and collectively referred to as "Employer" or "Employers," and Chicago Journeymen Plumbers' Local Union 130, U.A., which is composed of competent licensed journeymen and apprentices who are duly authorized by law to install and inspect all plumbing work, and which hereinafter is referred to as "Union."

SECTION 1.2. Recognition Clause. The Employers recognize the Union as the exclusive collective bargaining agent for all of their employees who perform any of the work applicable within the Fifty-One (51) Articles of Jurisdiction of the United Association as set forth in "Appendix A" to this Agreement for which the Union has been chartered by the United Association within the City of Chicago, Illinois, Cook County, Illinois and vicinity, Will County, Illinois outside the city limits of Joliet, Illinois, as delineated by the United Association in 1972, that part of DuPage County, Illinois known as the Argonne National Laboratories, fifty percent (50%) of the employees employed by the Employers who (whose shop is located in the geographic jurisdiction of Local Union 130) are parties to this Agreement when performing said work in Lake County, Illinois, and wherever else the Union has territorial jurisdiction. The Union recognizes the Plumbing Contractors Association of Chicago and Cook County as the exclusive bargaining agent of its individual member Employers with respect to their employees.

Employees covered by this Agreement shall place in position and connect all materials, appurtenances, devices, fixtures and equipment used in the construction of plumbing as well as handle, unload and distribute all of the above mentioned upon and after its arrival on the job site or premises. When fixtures or equipment are protected by covering during construction, such covering shall be put on and removed and fixtures cleaned by employees covered by this Agreement.

Employees covered by this Agreement shall do all the laying out, cutting the definition of all boles choose and channels the setting and arcetion of bolts.

Employees covered by this Agreement shall do all the laying out, cutting and drilling of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes used in connection with work falling under the jurisdiction of the Union.

It is understood and agreed that the foregoing Paragraphs of this Section shall not be construed as limiting the scope of bargaining unit work and that employees covered by this Agreement shall perform all work covered by the

been chartered by the United Association. Appendix A which comes within the work jurisdiction for which the Union has Fifty-One (51) Articles of Jurisdiction of the United Association, included in

date of this agreement, whichever is later, and shall, as a condition of employment, date provided by applicable federal law after their employment, or the effective shall, as a condition of employment, become members of the Union on the earliest apprentices who are hereafter employed by Employers covered by this Agreement, the employ of the Employers covered by this Agreement, and all journeymen and remain members of the Union during the term of this Agreement. SECTION 1.3. Union Shop. All journeymen and apprentices who are now in

entities are signatory to an Agreement with the Union. ing herein prohibits subcontracting work to MBE, WBE, and DBE as long as those dealt with, in accordance with the grievance procedures of this Agreement. Nothor contracting shall be considered a violation of this Agreement and summarily jurisdiction of the Union with any member of the Union. Such subletting, lumping agree not to sublet, lump or contract for labor any work which comes under the the jurisdiction of the Union. Parties violating this Section shall be penalized by tract or accept a lump sum payment (lump) for the installation of any work under their respective organizations through the Joint Arbitration Board. The Employers SECTION 1.4. Subcontracting. No journeyman shall be permitted to subcon-

nor shall such refusal be cause for discharge. subsection is violated, shall not be a violation of this Agreement for any purpose, this Agreement. A refusal of employees to render services upon a job site where this coming under the provisions of this Agreement to any other person or firm, the Employer shall subcontract the same only to another Employer who is a party to The Employer agrees that in the event the Employer subcontracts any work

a violation of this Agreement of the United Association Constitution. However, a trial shall be set for repeat ofbe summoned before the Union Executive Board in accordance with the procedures Employer or work for another Employer as a subcontractor. First time violators may himself or work after hours or on Saturday, Sunday or Holidays as a self-employed fenders. Discharge from employment for repeat offenders will not be construed as SECTION 1.5. Moonlighting. No employee shall be permitted to work for

shop shall be by appointment if that is the Employer's policy. site visits by a Union representative are without restrictions but that visits to the employ, to determine compliance with the Agreement. Further, it is agreed that job the Employer or the Employer's duly authorized representative, or the men in his job and/or any Employer's place of business during working hours to interview Union or of the Joint Arbitration Board shall, for cause, be allowed to visit any SECTION 1.6. Access to Premises. Duly authorized representatives of the

> Benefit Funds or the Joint Arbitration Board under any Illinois or federal law or remedies available in such proceeding to the Union, the Trustees of the Fringe all costs and legal fees incurred by the Union, the Fringe Benefit Funds or the Joint derstood and agreed that such visit, inspection or audit shall in no way hinder the progress of the work being performed. Should the Employer refuse to permit such the same right, as described above, in order to inspect or audit all books and records of the Employer which pertain or relate to the Employer's compliance with this inspection or audit. Such liability shall be in addition to and not in lieu of any relief Arbitration Board in obtaining a court order requiring the Employer to permit such inspection or audit as authorized by this Article, the Employer shall be liable for returns, blueprints, contracts, invoices, permits, and documents related to worker compensation, public liability and unemployment insurance coverage. It is understood and a model that the coverage is the contract of the coverage in the coverage is the coverage. but are not limited to payroll and time records, time books, payroll and income tax Agreement. Such records which shall be available for inspection or audit include Duly authorized representatives of the Fringe Benefit Funds shall be extended

in the Plumbing Industry shall be brought to the attention of the other party and no SECTION 1.7. Exclusivity. Any agreement entered into between the parties hereto with any other Employer association, Employer or labor organization engaged will be made by either party to this Agreement Agreement which will in any way conflict with the provisions of this Agreement

STRIKES AND LOCKOUTS **ARTICLE II**

of employees during the term of this Agreement. SECTION 2.1. Lockouts. The Employer agrees that there shall be no lockout

fully provided under this Agreement, notwithstanding that disputes over such matthe requisite bond or letter of credit and workers' compensation insurance as more failure to obtain, maintain in full force and effect and keep on file with the Union Employer's non-payment of wages, deductions or contributions or the Employer's and/or use other lawful economic means against any Employer by reason of the however, that the Union may withdraw its members from the employ of, picket no abandonment of work over any matter which is subject to arbitration, provided, ters are subject to arbitration hereunder. SECTION 2.2. Employee Job Action. The Union agrees that there shall be

DISPUTE RESOLUTION **ARTICLE III**

SECTION 3.1. Grievance Arbitration. Disagreements or disputes arising under or which involve interpretations of this Agreement, shall be processed and settled by arbitration in the manner set forth in this Article.

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